

**COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PLANNING AND BUILDING  
STAFF REPORT**

**PLANNING DEPARTMENT HEARING**

*Promoting the wise use of land  
Helping build great communities*

MEETING DATE April 1, 2004	CONTACT/PHONE Elizabeth Kavanaugh 805/788-2010	APPLICANT Marlon Varin, Janet Varin and William Turley	FILE NO. COAL 04-0046 SUB 2003-00249
<b>SUBJECT</b> Request by Marlon Varin, Janet Varin, and William Turley for a lot line adjustment to adjust the lot lines between two parcels of 53.11 and 1.8 acres each. The adjustment will result in two parcels of 52.81 and 2.10 acres each. The project will not result in the creation of any additional parcels. The proposed project is within the Agricultural land use category and is located 390 Winery Road, approximately 100 feet south of the corner south eastern corner of Vineyard Drive and Winery Road, approximately .5 miles west of the community of Templeton. The site is in the Adelaida planning area.			
<b>RECOMMENDED ACTION</b> Approve Lot Line Adjustment COAL 04-0046 based on the findings listed in Exhibit A and the conditions listed in Exhibit B.			
<b>ENVIRONMENTAL DETERMINATION</b> A Class 5 Categorical Exemption was issued on March 14, 2004.			
LAND USE CATEGORY Agriculture	COMBINING DESIGNATION None	ASSESSOR PARCEL NUMBER 040,241,080 and 040-241-013	SUPERVISOR DISTRICT(S) 1
<b>PLANNING AREA STANDARDS:</b> None			
<b>LAND USE ORDINANCE STANDARDS:</b> None			
<b>EXISTING USES:</b> Single-family residence and vineyards			
<b>SURROUNDING LAND USE CATEGORIES AND USES:</b> <i>North:</i> Agriculture/Vineyards scattered residences <i>East:</i> Agriculture/Vineyards scattered residences <i>South:</i> Agriculture/Vineyards scattered residences <i>West:</i> Agriculture/Vineyards scattered residences			
<b>TOPOGRAPHY:</b> Level to steeply sloping		<b>VEGETATION:</b> Vineyards	
<b>PROPOSED SERVICES:</b> Water supply: On-site shared well Sewage Disposal: Individual septic system Fire Protection: CDF		<b>ACCEPTANCE DATE:</b> March 14, 2004	
ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE DEPARTMENT OF PLANNING & BUILDING AT: COUNTY GOVERNMENT CENTER ♦ SAN LUIS OBISPO ♦ CALIFORNIA 93408 ♦ (805) 781-5600 ♦ FAX: (805) 781-1242			

**ORDINANCE COMPLIANCE:**

The applicant is proposing to adjust the lot lines between two legal parcels as follows:

EXISTING LOT SIZES (ACRES)	ADJUSTED PARCEL SIZES (ACRES)
1.80	2.10
53.11	52.81

Section 21.02.030 of the Real Property Division Ordinance states that a lot line adjustment shall not be approved or conditionally approved unless the new parcels resulting from the adjustment will maintain a position which is better than, or equal to, the existing situation relative to the county's zoning and building ordinances.

The adjustment will result in the reconfiguration of the two parcels by to meet the requirements of legal agreement to resolve Superior Court of County of San Luis Obispo case # CV020984.

SB 497

As of January 1, 2002, lot line adjustments are limited to four or fewer existing adjoining parcels. In addition, the new parcels must comply not only with zoning and building regulations, but also with the general plan and any applicable coastal plan. The County's local ordinance allows a determination to be made that the proposed situation is equal to or better than the existing situation. Because one of the parcel size is below minimum parcel size as set through the General Plan and will remain so after the adjustment, staff has concluded that the adjustment is consistent with both state and local law.

**LEGAL LOT STATUS:**

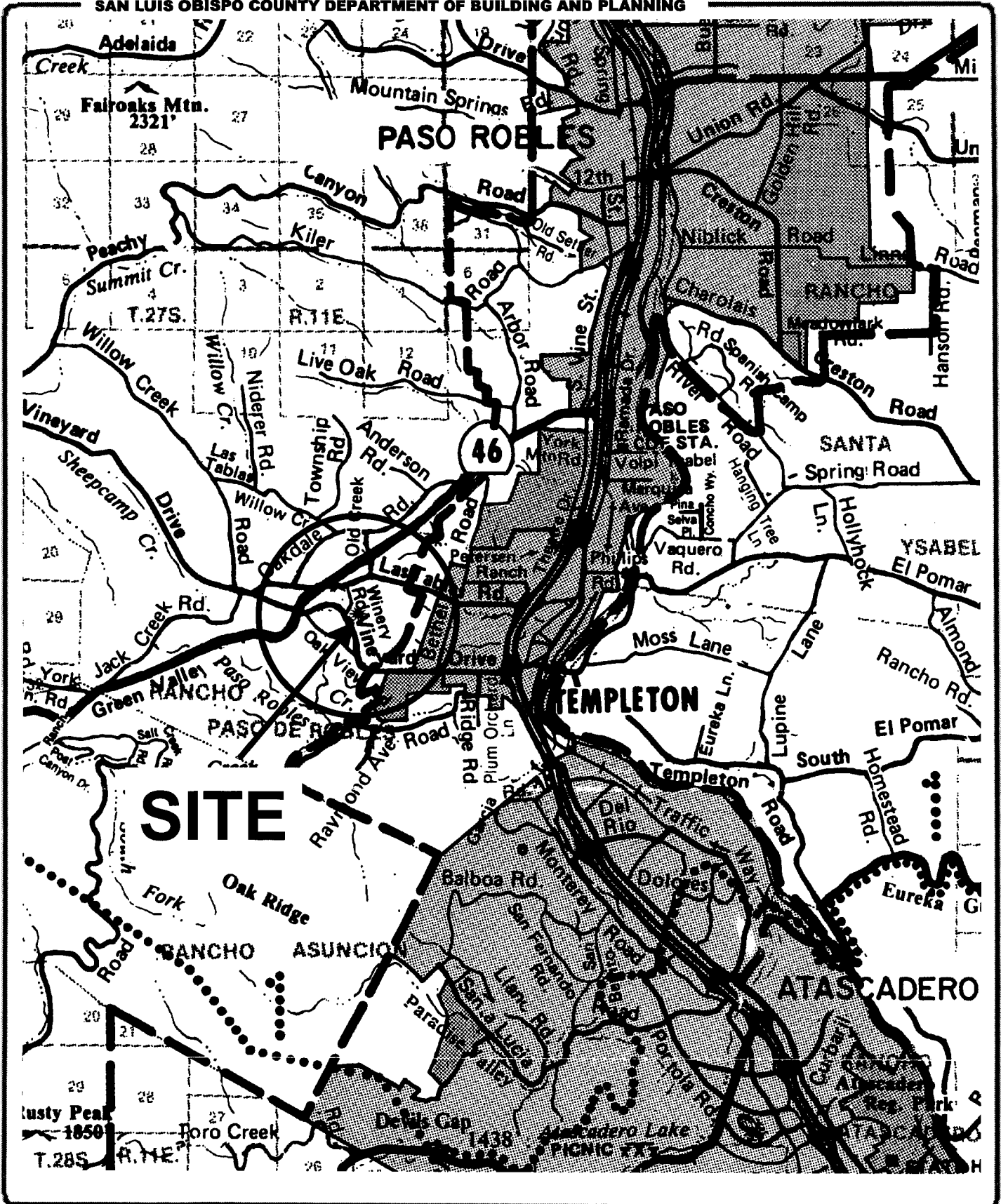
The two existing lots were legally created by merger and Certificate of Compliance C2003-235 at a time when that was a legal method of creating lots.

**FINDINGS - EXHIBIT A**

- A. The proposed Lot Line Adjustment is consistent with the provisions of Section 21.02.030 of the Real Property Division Ordinance because parcel size is below minimum parcel size as set through the General Plan and will remain so after the adjustment, staff has concluded that the adjustment is consistent with both state and local law.
- B. The proposal will have no adverse effect on adjoining properties, roadways, public improvements, or utilities.
- C. Compliance with the attached conditions will bring the proposed adjustment into conformance with the Subdivision Map Act and Section 21.02.030 of the Real Property Division Ordinance.
- D. The project qualifies for a Categorical Exemption (Class 5) pursuant to CEQA Guidelines Section 15305 because this is a minor lot line adjustment that is not resulting in the creation of any new parcels.

**CONDITIONS - EXHIBIT B**

1. This adjustment may be effectuated by recordation of a parcel map or recordation of certificates of compliance. If a map is filed, it shall show:
  - a. All public utility easements.
  - b. All approved street names.
2. Any private easements described in the title report must be shown on the map, with recording data.
3. When the map is submitted for checking, or when the certificate of compliance is filed for review, provide a preliminary title report to the County Engineer or the Planning Director for review.
4. All conditions of approval herein specified are to be complied with prior to the recordation of the map or certificates of compliance which effectuate the adjustment. Recordation of a map is at the option of the applicant. However, if a map is not filed, recordation of a certificate of compliance is mandatory.
5. The map or certificates of compliance shall be filed with the County Recorder prior to transfer of the adjusted portions of the property or the conveyance of the new parcels.
6. In order to consummate the adjustment of the lot lines to the new configuration when there is multiple ownerships involved, it is required that the parties involved quitclaim their interest in one another new parcels. Any deeds of trust involving the parcels must also be adjusted by recording new trust deeds concurrently with the map or certificates of compliance.
7. If the lot line adjustment is finalized using certificates of compliance, prior to final approval the applicant shall prepay all current and delinquent real property taxes and assessments collected as real property taxes when due prior to final approval.
8. The lot line adjustment will expire two years (24 months) from the date of the approval, unless the map or certificates of compliance effectuating the adjustment is recorded first. Adjustments may be granted a single one year extension of time. The applicant must submit a written request with appropriate fees to the Planning Department prior to the expiration date.
9. All timeframes on completion of lot line adjustments are measured from the date the Review Authority approves the lot line adjustment map, not from any date of possible reconsideration action.



**PROJECT**

Lot Line Adjustment  
Varin SUB2003-00249



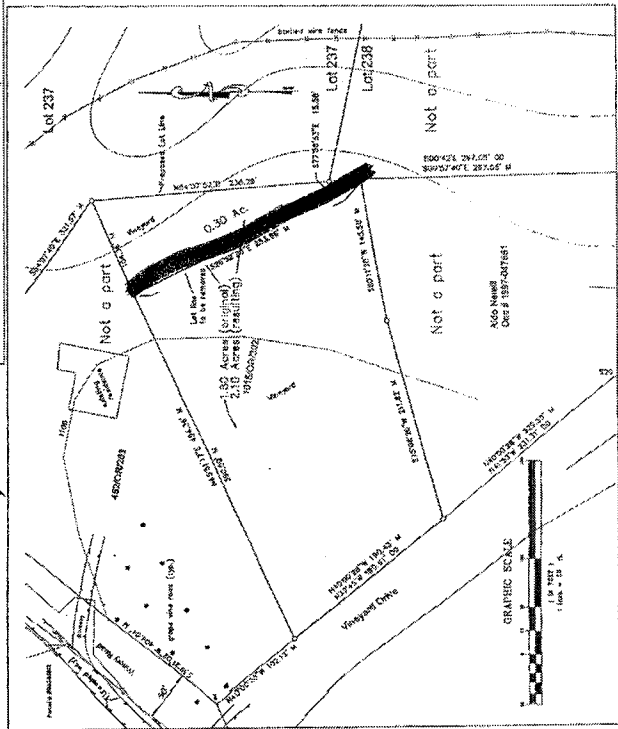
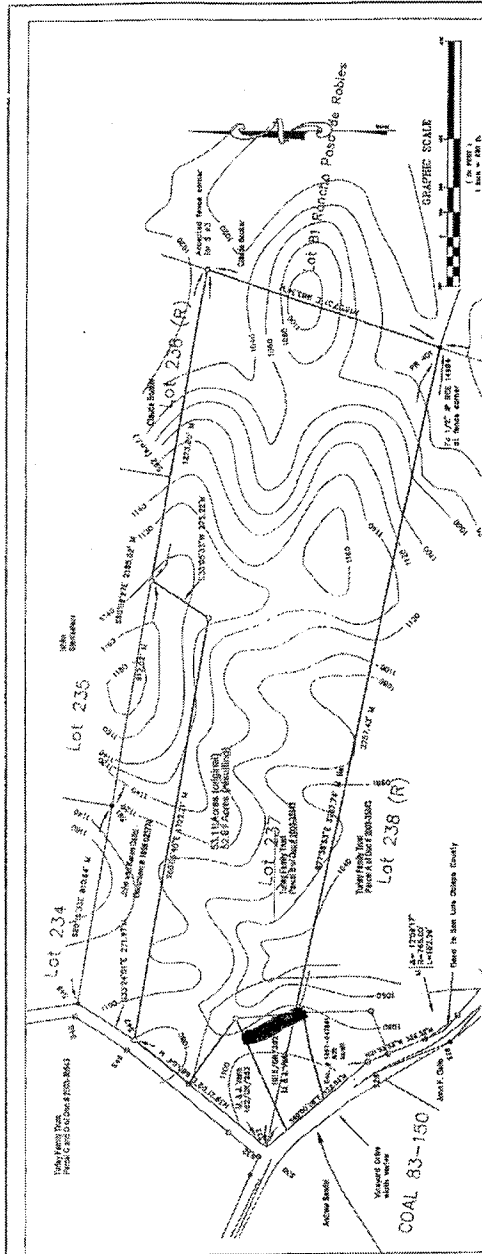
**EXHIBIT**

Vicinity Map

Lot Line Adjustment  
Varin SUB2003-00249



## Land Use Category Map

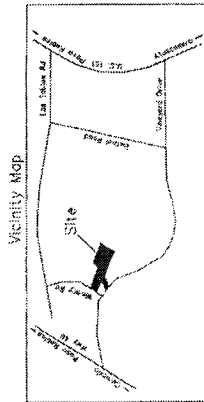


Tentative Lot Line Adjustment COAL 04-0046  
 As shown on A/MB/137  
 County of San Luis Obispo, State of Ca.  
 Lot 237

Map & Land Survey  
 2437 Broadway  
 Paso Robles, Ca.  
 93446  
 805 239-0080



Legal Descriptions:  
 Parcel 2 of Sec. 3, T20S-R04E and Parcel 3 of Sec. 3 of T20S-R04E  
 Notes:  
 The reference shown herein are based on approximately 1/4 section 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



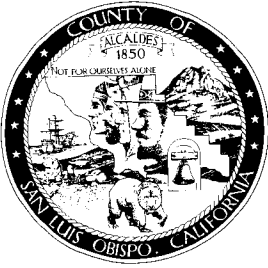
PROJECT

Lot Line Adjustment  
 Varin SUB2003-00249



EXHIBIT

Site Plan



COUNTY OF SAN LUIS OBISPO

**Department of Agriculture/Measurement Standards**

2156 SIERRA WAY, SUITE A • SAN LUIS OBISPO, CALIFORNIA 93401-4556  
ROBERT F. LILLEY  
AGRICULTURAL COMMISSIONER/SEALER

(805) 781-5910  
FAX (805) 781-1035  
AgCommSLO@co.slo.ca.us

**DATE: June 17, 2004**

**TO: ~~Leonard Mansell~~, Planner Department**

**FROM: Lynda L. Auchinachie, Agriculture Department**

YA

**SUBJECT: Varin/Turley Lot Line Adjustment SUB2003-00249**

**Summary of Findings**

The Agriculture Department's review of the proposed Lot Line Adjustment to change the configuration of two existing parcels of approximately 1.80 and 53.11 acres to two parcels of 2.10 and 52.81 acres is:

- ☒ equal to the existing parcels and configuration
- ☐ better than the existing parcels and configuration
- ☐ worse than the existing parcels and configuration

because the proposal does not significantly reduce the agricultural potential of the project site. This determination is based on a comparison of the proposed and existing parcels when considering the policies and standards for parcels in the Agriculture land use category, and potential long term impacts to agricultural resources and operations.

Please call if we can be of further assistance. (805) 781-5914.

**RECEIVED**

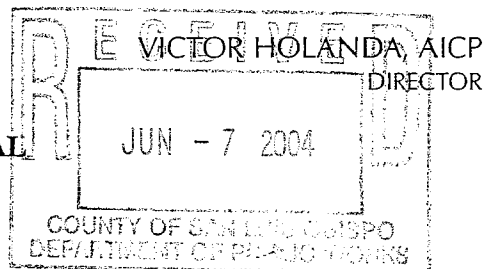
JUN 22 2004

Planning & Bldg



SAN LUIS OBISPO COUNTY  
DEPARTMENT OF PLANNING AND BUILDING

LM



THIS IS A NEW PROJECT REFERRAL

DATE:

6/7/2004

FROM

PW

FROM  
TO

North Co. Team

(Please direct response to the above)

VARIN/TURLEY

SUB 2003-00249

Project Name and Number

Development Review Section (Phone: 781-788-2009)

PROJECT DESCRIPTION: LLA of .30 acres from Lot 237 to Lot 13 resulting in Lot 237: 52.81 Acres & Lot 13: 2.10 Acres. Property located off Winery Rd. at the intersection w/ Vineyard Dr. (South of Las Tablas Rd.)

Return this letter with your comments attached no later than: 6/21/04

PART I IS THE ATTACHED INFORMATION ADEQUATE FOR YOU TO DO YOUR REVIEW?

?  
\_\_\_\_\_  
\_\_\_\_\_

YES (Please go on to Part II)  
NO (Call me ASAP to discuss what else you need. We have only 30 days in which we must accept the project as complete or request additional information.)

PART II ARE THERE SIGNIFICANT CONCERNS, PROBLEMS OR IMPACTS IN YOUR AREA OF REVIEW?

?  
\_\_\_\_\_  
\_\_\_\_\_

NO (Please go on to Part III)  
YES (Please describe impacts, along with recommended mitigation measures to reduce the impacts to less-than-significant levels, and attach to this letter.)

PART III INDICATE YOUR RECOMMENDATION FOR FINAL ACTION. Please attach any conditions of approval you recommend to be incorporated into the project's approval, or state reasons for recommending denial. IF YOU HAVE "NO COMMENT," PLEASE INDICATE OR CALL.

No title report. Statement indicates mediation agreement is included but was not in referral. PW has no concerns with what is proposed nor with the information presented. Recommend Approval.

22 July '04  
Date

Goodwin  
Name

5252  
Phone



# SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING

planner? LM

VICTOR HOLANDA, AICP  
DIRECTOR

## THIS IS A NEW PROJECT REFERRAL

DATE: 6/7/2004  
TO: Templeton C80  
FROM: North Co. Team  
(Please direct response to the above)

VARIN/TURLEY  
SUB 2003-00249  
Project Name and Number

Development Review Section (Phone: 781- 788-2009)

PROJECT DESCRIPTION: LLA of .30 acres from LOT 237  
to Lot 13 resulting in Lot 237: 52.81 Acres &  
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Return this letter with your comments attached no later than: 6/21/04

**PART I** IS THE ATTACHED INFORMATION ADEQUATE FOR YOU TO DO YOUR REVIEW?  
\_\_\_\_ YES (Please go on to Part II)  
\_\_\_\_ NO (Call me ASAP to discuss what else you need. We have only 30 days in which we must accept the project as complete or request additional information.)

**PART II** ARE THERE SIGNIFICANT CONCERNS, PROBLEMS OR IMPACTS IN YOUR AREA OF REVIEW?  
\_\_\_\_ NO (Please go on to Part III)  
\_\_\_\_ YES (Please describe impacts, along with recommended mitigation measures to reduce the impacts to less-than-significant levels, and attach to this letter.)

**PART III** INDICATE YOUR RECOMMENDATION FOR FINAL ACTION. Please attach any conditions of approval you recommend to be incorporated into the project's approval, or state reasons for recommending denial. IF YOU HAVE "NO COMMENT," PLEASE INDICATE OR CALL.

Fire - No Comment  
Water/Sewer - NO Comment

6/9/04 [Signature]  
Date Name Phone



TEMPLETON  
RECEIVED  
JUL 07 2004  
L.M.  
SAN LUIS OBISPO COUNTY  
DEPARTMENT OF PLANNING AND BUILDING

Planning & Bldg

VICTOR HOLANDA, AICP  
DIRECTOR  
2004 JUN -7 11:16

THIS IS A NEW PROJECT REFERRAL

DATE:

6/7/2004 07/06/04

TO:

From: Parks

FROM:

TO: North Co. Team

(Please direct response to the above)

VARIN/TURLEY

SUB 2003-00249

Project Name and Number

Development Review Section (Phone: 781- 788-2009 ) ( )

PROJECT DESCRIPTION:

LLA of .30 acres from Lot 237 to Lot 13 resulting in Lot 237: 52.81 Acres & Lot 13: 2.10 Acres. Property located off Winery Rd. at the intersection w/ Vineyard Dr. (South of Las Tablas Rd.)

Return this letter with your comments attached no later than:

6/21/04

PART I

IS THE ATTACHED INFORMATION ADEQUATE FOR YOU TO DO YOUR REVIEW?

☒ YES  
☐ NO

(Please go on to Part II)

(Call me ASAP to discuss what else you need. We have only 30 days in which we must accept the project as complete or request additional information.)

PART II

ARE THERE SIGNIFICANT CONCERNS, PROBLEMS OR IMPACTS IN YOUR AREA OF REVIEW?

☒ NO  
☐ YES

(Please go on to Part III)

(Please describe impacts, along with recommended mitigation measures to reduce the impacts to less-than-significant levels, and attach to this letter.)

PART III

INDICATE YOUR RECOMMENDATION FOR FINAL ACTION. Please attach any conditions of approval you recommend to be incorporated into the project's approval, or state reasons for recommending denial. IF YOU HAVE "NO COMMENT," PLEASE INDICATE OR CALL.

NO COMMENT.

Date

07/06/04

Name

JAN DiLew

Phone

4089



1     APPEARANCES OF COUNSEL:

2     For Plaintiffs:

3                     SHAUNNA SULLIVAN, ESQ.  
4                     2238 Bayview Heights  
                      Los Osos, California 93405

5     For Defendant Turley:

6                     BORNHOLDT, PERON & PRATT  
7                     KENNETH BORNHOLDT, ESQ.  
                      1303 Higuera Street  
8                     San Luis Obispo, California 93401

9     For Defendant County of San Luis Obispo:

10                    PATRICK FORAN, ESQ.  
11                    County Government Center  
                      San Luis Obispo, California 93401

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1 San Luis Obispo, California

2 Thursday, May 22, 2003

3 Afternoon Session

4  
5  
6 THE COURT: All right. I'm going to call the  
7 case of Marlon Varin and Janet Varin versus County of  
8 San Luis Obispo, et al.

9 Counsel, please come forward and then state  
10 your appearances for the record. When you do so, please  
11 identify your clients or representatives who are also  
12 present.

13 MS. SULLIVAN: Shaunna Sullivan appearing on  
14 behalf of the plaintiffs. And Marlon Varin and Jan  
15 Pesenti Varin are present.

16 MR. BORNHOLDT: Good afternoon, your Honor.  
17 Kenneth Bornholdt on behalf of defendants and  
18 cross-complainants, Chambers Trustees, Defendants Turley  
19 Trustees, and Defendant Turley Wine Corporation.

20 And, your Honor, for the purposes of our  
21 stipulation this afternoon, if it's acceptable to the  
22 Court, I would like to refer to all of my clients  
23 collectively as "Turley."

24 THE COURT: Yes. That would facilitate  
25 matters.

1 Is that acceptable, Ms. Sullivan?

2 MS. SULLIVAN: Yes.

3 MR. FORAN: Patrick Foran on behalf of  
4 Defendant County of San Luis Obispo. I'm here with the  
5 county's right-of-way agent, Timothy Smith.

6 THE COURT: You also agree to just allow  
7 Mr. Bornholdt or me to use the shorthand "Turley" for  
8 all of the defendants that he identified?

9 MR. FORAN: Of course, your Honor.

10 MR. BORNHOLDT: One other point, Judge, for  
11 the record. With me is Mr. Larry Turley in the  
12 courtroom. He's one of the trustees of the Turley  
13 Trust. And I've been advised by Mr. Turley that two  
14 weeks ago the interest of Chambers in the property was  
15 transferred to the Turley Trust. So he now represents  
16 the entire property at issue.

17 THE COURT: All right. We are on the record  
18 today because yesterday we were scheduled for a  
19 mediation. We commenced the mediation yesterday  
20 afternoon and met and continued to discuss the matter  
21 until we reached a settlement in concept which was  
22 reached last night. We reconvened this afternoon at  
23 1:00 o'clock to go over the written terms, which I  
24 intend to recite into the record.

25 It's my intention at this point in time to

1 recite the terms of the settlement into the record.  
2 Counsel should listen carefully. And after I have  
3 finished reciting the terms of the settlement, I will  
4 ask each counsel if they have heard and if they agree  
5 that those are the terms of the settlement. That would  
6 be the time to correct any misstatements I may have made  
7 or any omissions that I may have left out.

8 After we have all agreed on the terms of the  
9 settlement, then I will then go through the respective  
10 parties and make sure that they have participated in the  
11 mediation, have heard all of the terms, had a chance to  
12 talk to their respective attorneys to answer any  
13 questions, and that they understand it and agree to be  
14 bound by it. So that's the order in which we'll be  
15 proceeding.

16 First then, I will recite the terms of the  
17 settlement into the record. In this action we are  
18 settling a complaint and a cross-complaint on the  
19 following terms and conditions:

20 First, the parties have agreed that  
21 Winery Road shall be located -- shall be relocated. And  
22 specifically I am referring to the existing Winery Road  
23 as well as the existing 50-foot wide dedication area.  
24 Relocation shall occur from the intersection of  
25 Winery Road at Vineyard Drive to the point where it

1 intersects with the existing Winery Road.

2           The relocation shall occur as follows: The  
3 new road dimensions shall be -- shall consist of an  
4 18-foot wide pavement area and two six-foot shoulders,  
5 one on either side.

6           It is agreed that five feet of the westerly  
7 shoulder of the relocated road shall be located westerly  
8 of the westerly edge of the existing 50-foot wide  
9 dedication area with the remainder of the relocated road  
10 width to be located on the west -- on the westerly side  
11 of the 50-foot wide dedication area, that is, the  
12 westerly side of the existing 50-foot wide dedication.

13           So that the easterly edge of the new relocated  
14 road will be at the center line of the existing 50-foot  
15 wide dedication area at the junction with Vineyard Drive  
16 and shall continue until the newly relocated Winery Road  
17 aligns with the existing Winery Road. So that would be  
18 as one moves from south to north.

19           A judgment for quiet title is going to be  
20 prepared which implements these terms. It will be  
21 consistent with the terms of this settlement agreement.

22           Counsel for the plaintiff shall prepare a  
23 draft proposed judgment for quiet title and submit it to  
24 other counsel for approval as to form and then submit it  
25 to me. It's anticipated that that will take about three

1 weeks or so to accomplish that.

2 It is agreed that Turley shall bear all of the  
3 costs of relocation of Winery Road. And that will  
4 include any tree mitigation. This relocation will  
5 include replacing the existing trees.

6 And we've agreed that there are up to 12 trees  
7 currently in place with a replacement to occur on a  
8 three-to-one ratio. The replacement shall occur with  
9 five-year-old olive trees being placed on plaintiffs'  
10 property in the vicinity of the removed trees. It is  
11 agreed that Turley shall have no obligation for the  
12 irrigation or maintenance of those trees after they are  
13 replaced.

14 Relocation at Turley's expense shall also  
15 include relocation or replacement of the existing fence  
16 with comparable quality materials and construction at a  
17 location which shall be approved by the county and the  
18 plaintiffs easterly of the relocated Winery Road. The  
19 fence relocation shall be for that area between the  
20 junction of Winery Road and Vineyard Drive northerly to  
21 the point where the relocated Winery Road meets the  
22 existing Winery Road.

23 In addition, it is agreed that the existing  
24 electric gate owned by plaintiffs shall be relocated  
25 only if reason being necessary to relocate that electric

1 gate as a result of and after relocation of Winery Road.

2 It is further agreed that Turley shall  
3 transfer property to the plaintiffs to allow for a lot  
4 line adjustment to be performed solely at plaintiffs'  
5 cost of a total area of approximately one third acre.

6 That area is specifically defined as follows:  
7 A straight line shall be created from the northeasterly  
8 corner of Assessor's Parcel Number 14, which is owned by  
9 plaintiffs, to the northeasterly corner of Assessor's  
10 Parcel Number 13, which is owned by plaintiffs.

11 Provided, however, that that straight line shall  
12 terminate at the southerly boundary of Lot 237, which is  
13 currently owned by Turley. All of that area which is  
14 westerly of that line shall be added to Assessor's  
15 Parcel Number 13, owned by plaintiffs.

16 So to make this complete, once that line hits  
17 the intersection of the southerly boundary of Lot 237,  
18 then it will follow that boundary back to close those  
19 two lines.

20 If for any reason the plaintiffs cannot  
21 accomplish the contemplated lot line adjustment by  
22 May 22nd of 2005, two years from today's date, then in  
23 lieu of a transfer of that real property by Turley to  
24 plaintiffs then instead Turley shall pay plaintiffs the  
25 sum of \$8,000 payable within 15 days of plaintiffs'

1 request for those monies.

2 Defendant Turley's agreement and consent to  
3 this settlement agreement is contingent upon Turley's  
4 ability to confirm that the terms of this settlement,  
5 and specifically as those terms related to the  
6 relocation of Winery Road, will not result in denial or  
7 a material modification of Turley's existing project.  
8 This contingency shall be automatically removed as of  
9 June 23rd, 2003, if no notice has been received by  
10 plaintiffs and the county that the contingency has not  
11 been satisfied.

12 The county agrees to cooperate with the terms  
13 of this settlement agreement and currently knows of no  
14 reason why this settlement agreement cannot be  
15 implemented.

16 The county also agrees to abandon the easterly  
17 portion of the existing 50-foot wide dedication area in  
18 favor of plaintiffs to the extent that the width of  
19 Winery Road will exceed 50 feet where Winery Road is  
20 relocated westerly of the existing 50-foot wide  
21 dedication area as described herein above.

22 The county also agrees to cooperate with  
23 plaintiffs to the extent allowed under existing law in  
24 roadway standards in providing plaintiffs with a  
25 revokable encroachment permit in order to allow

1 plaintiff to maintain its vineyards and fencing as close  
2 to the relocated Winery Road as is reasonably allowable.

3 County counsel agrees to cooperate in seeking  
4 county approval for a waiver of any fees for the  
5 revokable encroachment permit to the extent that that is  
6 allowable.

7 The county's agreement and consent to this  
8 settlement is subject to and contingent upon formal  
9 approval by the County Board of Supervisors. This  
10 contingency shall be automatically removed as of  
11 July 23, 2003, if no notice has been received by  
12 plaintiffs and Turley that this contingency has not been  
13 satisfied.

14 All parties shall cooperate with each other to  
15 execute any documents reasonably necessary to implement  
16 the terms of this agreement.

17 All parties will waive all fees and costs.

18 The parties have requested and the Court has  
19 agreed to retain jurisdiction under CCP 664.6 to enforce  
20 all of the terms hereof.

21 It is agreed that as between Turley and the  
22 plaintiffs that general releases will be prepared and  
23 executed, including waivers of Civil Code Section 1542,  
24 but those 1542 waivers shall be limited only to waivers  
25 of known and unknown claims rising out of the

1     allegations set forth in the complaint and  
2     cross-complaint.

3             Counsel, I believe I have recited all of the  
4     terms of the settlement.

5             Ms. Sullivan, have I correctly recited the  
6     terms of the settlement?

7             MS. SULLIVAN: Yes, you have.

8             THE COURT: Mr. Bornholdt, have I correctly  
9     recited the terms of the settlement?

10            MR. BORNHOLDT: You have, your Honor. Just  
11     one addition. I believe I was instructed to prepare the  
12     releases.

13            THE COURT: Thank you. I did forget to  
14     include that.

15            The draft releases will be prepared by  
16     Mr. Bornholdt and then submitted to Ms. Sullivan for  
17     approval.

18            Correct, Ms. Sullivan?

19            MS. SULLIVAN: Yes, that's correct.

20            We do have one additional item which I  
21     mentioned earlier to your Honor. And I believe you have  
22     it in the file. We did a map that we all agreed upon as  
23     defining the parameters of that one third acre.

24            THE COURT: Yes. I have a map which visually  
25     depicts the description which I've placed on the record

1     which includes a red line and a red arrow.  Absent  
2     having the settlement agreement transcribed, there's  
3     nothing to attach this to.

4                 So I have reported to Ms. Sullivan I am going  
5     to retain that in the portion of the file in a sealed  
6     envelope that is confidential and not open to the public  
7     but which is readily accessible to the judges in the  
8     event an enforcement is needed.

9                 Is that agreeable, Mr. Bornholdt?

10                MR. BORNHOLDT:  It is, your Honor.

11                THE COURT:  Mr. Foran, is that agreeable that  
12     I retain that document in that fashion?

13                MR. FORAN:  Yes.  The retention of the map.  
14     Correct.

15                THE COURT:  Yes.

16                Okay.  All right.  Now then, have I correctly  
17     recited all of the terms of the settlement,  
18     Ms. Sullivan?

19                MS. SULLIVAN:  Yes.

20                THE COURT:  Mr. Bornholdt?

21                MR. BORNHOLDT:  Yes, your Honor.

22                THE COURT:  Mr. Foran?

23                MR. FORAN:  Yes, your Honor.  With one very  
24     minor clarification.  The six-foot shoulder applies to  
25     both sides of the paved road?

1           THE COURT: Yes. I thought that I said that.  
2       There will be a total width of 30 feet, 18 foot paved, 6  
3       on each side.

4           MR. FORAN: Okay.

5           THE COURT: Okay. Otherwise the terms of the  
6       settlement are correct, Mr. Foran, as I recited them?

7           MR. FORAN: Did you say 30 foot paved?

8           THE COURT: No. 30 foot total. 18 feet paved,  
9       6 foot shoulder on each side.

10          MR. FORAN: That is correct. All of the terms  
11       are correct.

12          MS. SULLIVAN: I'm sorry. With regard to this  
13       last comment, I want to make sure we're clear on this  
14       definition of road relocation. So the shoulder -- the  
15       easterly edge of the shoulder of the new road, not the  
16       18-foot road, is what should be referenced to as the  
17       westerly side of the 50-foot dedication?

18          THE COURT: That would be correct. If you go  
19       over the numbers that I used, the easterly edge is at  
20       the center line of the existing 50-foot road.

21          MS. SULLIVAN: Right.

22          THE COURT: At least when we're back as far as  
23       the intersection of Vineyard Road. It gradually tapers  
24       off of course. But that's why we're getting five feet  
25       west of the westerly line from the Turley property to

1 make up the rest of that 30 feet.

2 MS. SULLIVAN: I thought, your Honor, you had  
3 the definition correct. But with that proviso of  
4 counsel, I wanted to make sure that it is the easterly  
5 shoulder of the new -- that's the edge of the new road.

6 THE COURT: The edge of the easterly six-foot  
7 shoulder will be at the center line of the existing  
8 50-foot dedication.

9 MS. SULLIVAN: Okay.

10 THE COURT: At least at its southerly  
11 terminus.

12 Correct, Mr. Bornholdt?

13 MR. BORNHOLDT: That's correct.

14 THE COURT: Correct, Mr. Foran?

15 MR. FORAN: Correct, your Honor.

16 MS. SULLIVAN: Thank you.

17 THE COURT: You bet.

18 All right. Then if I have accurately stated  
19 the terms of the settlement, let me make sure that we  
20 have approval of all of the parties.

21 Officer Varin and Mrs. Varin, you have been  
22 present during yesterday's mediation as well as today's  
23 session. Is that correct?

24 MR. VARIN: Yes.

25 MRS. VARIN: Yes.

1 THE COURT: You had a chance to participate in  
2 the mediation and ask your attorney, Ms. Sullivan, any  
3 questions that you might have about this settlement. Is  
4 that correct?

5 MR. VARIN: Yes, sir.

6 MRS. VARIN: Yes.

7 THE COURT: Do you understand the terms of the  
8 settlement?

9 MR. VARIN: Yes, I do.

10 MRS. VARIN: Yes.

11 THE COURT: And do both of you agree to be  
12 bound by the terms of the settlement?

13 MR. VARIN: Yes, I do.

14 MRS. VARIN: Yes.

15 THE COURT: Do you join in that consent,  
16 Ms. Sullivan?

17 MS. SULLIVAN: Yes, I do.

18 THE COURT: Mr. Turley, you were present  
19 during yesterday's mediation as well as during today's  
20 session?

21 MR. TURLEY: Yes.

22 THE COURT: You also had a chance to speak  
23 with Mr. Bornholdt, your attorney, and have him answer  
24 any questions that you wish to have answered. Is that  
25 correct?

1 MR. TURLEY: That is correct.

2 THE COURT: Do you understand all of the terms  
3 of the settlement, sir?

4 MR. TURLEY: I do.

5 THE COURT: And do you agree to be bound by  
6 the terms of the settlement?

7 MR. TURLEY: I agree.

8 THE COURT: And are you authorized to speak on  
9 behalf of each one of the named defendants and as owner  
10 of the property that's in question?

11 MR. TURLEY: I am.

12 THE COURT: All right. And do you join in  
13 that consent, Mr. Bornholdt?

14 MR. BORNHOLDT: I do, your Honor.

15 THE COURT: Okay. Mr. Foran, you are present  
16 here with Mr. Smith. I'm not sure what authority  
17 Mr. Smith has in this matter. I'm not sure if I should  
18 direct any questions regarding authority to you or  
19 Mr. Smith.

20 MR. FORAN: Actually, neither one of us have  
21 express authority. It's the board that has to give the  
22 authority.

23 THE COURT: Well, I understand that. But I  
24 need to ask somebody. I'll direct the questions to  
25 Mr. Foran.

1           You and Mr. Smith were here during yesterday's  
2 mediation as well as today. Correct?

3           MR. FORAN: Correct.

4           THE COURT: You both were invited to ask and  
5 participate in the mediation. Correct?

6           MR. FORAN: Correct.

7           THE COURT: Do you have any questions about  
8 the terms of the settlement?

9           MR. FORAN: No, your Honor.

10          THE COURT: You understand all of the terms of  
11 the settlement?

12          MR. FORAN: Correct.

13          THE COURT: And subject to the contingency  
14 which is an expressed part of the settlement, that is,  
15 formal approval by the Board of Supervisors and not by  
16 you on behalf of county, you agree with the terms of the  
17 settlement. Correct?

18          MR. FORAN: Correct.

19          THE COURT: We all realize that you have to  
20 take it to the board for formal approval.

21          MR. FORAN: Correct.

22          THE COURT: All right. Then I will approve  
23 the terms of the settlement. I'll retain jurisdiction  
24 under CCP 664.6 to enforce all of the terms hereof.

25          I'm going to vacate the current date for a

1 case management conference, that is, May 29th, 2003.  
2 It's my understanding, Counsel, that there is nothing  
3 else on calendar. Is that everyone's understanding?

4 MS. SULLIVAN: That's correct.

5 MR. BORNHOLDT: That's correct, your Honor.

6 THE COURT: All right. That day will be  
7 vacated.

8 Will everyone waive notice of the vacation of  
9 the CMC date?

10 MS. SULLIVAN: Yes, your Honor.

11 THE COURT: Mr. Bornholdt?

12 MR. BORNHOLDT: Notice is waived.

13 THE COURT: Mr. Foran?

14 MR. FORAN: Yes. Notice is waived.

15 THE COURT: All right. Congratulations to all  
16 of you for a lot of hard work. I appreciate that work  
17 and effort and perseverance. And good luck to everyone.

18 MS. SULLIVAN: Thank you.

19 MR. BORNHOLDT: Thank you.

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1 REPORTER'S CERTIFICATE

2  
3 MARLON VARIN,

4 Plaintiff,

5 -vs-

6 COUNTY OF SAN LUIS OBISPO,

7 Defendant.  
8

)  
)  
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) CV020984  
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9  
10  
11 I, MARY F. WATSON, CSR 10799, do hereby  
12 certify:

13 That the foregoing pages 1 through 18 contain  
14 a true and correct transcript of the proceedings had in  
15 the above-entitled action as taken down in shorthand  
16 writing by me at said proceedings on May 22, 2003, and  
17 thereafter reduced to typewriting by computer-aided  
18 transcription under my direction.

19 DATED: San Luis Obispo, California, May 30,  
20 2003.

21  
22 Mary F. Watson  
23 MARY F. WATSON, CSR 10799  
24  
25